

**SERIAL 05189 RFP ELECTRONIC DATA BASE PRODUCTS AND SERVICES
(MARICOPA COUNTY LIBRARY DISTRICT BRANCHES ONLY)
Greenwood Publishing Group Contract**

DATE OF LAST REVISION: December 09, 2008

CONTRACT END DATE: May 31, 2016

CONTRACT PERIOD THROUGH MAY 31, 2016

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC DATA BASE PRODUCTS AND SERVICES
(MARICOPA COUNTY LIBRARY DISTRICT BRANCHES ONLY)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 17, 2006 (Eff. 07/01/07)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Materials Management
Cindy Kolaczynski, Library District



CONTRACT PURSUANT TO RFP

SERIAL 05189-RFP

This Contract is entered into this 4th day of September, 2008 by and between Maricopa County Library District ("District"), a political subdivision of the State of Arizona, and Greenwood Publishing Group, Inc. ("Contractor") for the purchase of Electronic Data Base Products and Services.

1.0 TERM:

- 1.1 The term of this Contract shall remain in full force and effect through the 31st day of May, 2016, so long as Contractor continues to offer the products with substantially the same format and content.
- 1.2 The District may, at its option and with the agreement of the Contractor, extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT:

- 2.1 As consideration for performance of the duties described herein, District shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made after the District's receipt of a properly completed invoice. Invoices shall follow the billing instructions contained in the account set-up. The District will establish the account set-up in concert with the Contractor.

3.0 DUTIES:

The Contractor shall perform all duties stated in Exhibit "B."

4.0 TERMS & CONDITIONS:

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District, its agents, representatives, officers, directors, officials, and employees from and against all third-party claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless District, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of District.

4.2 WARRANTY AND INDEMNIFICATION – COPYRIGHT:

Contractor warrants and represents that it has the full right, power and authority to enter into this Contract and to grant the rights granted herein; that it has not previously exclusively licensed the interactive multimedia rights to the Material to any third party; and that District's inclusion and use of the Material as permitted in the Contract and Contractor's Licensing/Use Agreement (as negotiated) will not violate any rights of any kind or nature whatsoever of any third party. Contractor shall indemnify and hold harmless District, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fee), arising out of or in any way connected with any breach of any representation or warranty made by Contractor herein.

4.3 WARRANTY AND INDEMNIFICATION – USE OF INTERNET:

Contractor shall indemnify and hold District harmless from and against any third-party claims, liabilities, damages and expenses, including, without limitation, reasonable attorney's fees relating to or arising out of Contractor's breach of any of its material obligations under this Contract. Contractor shall not be liable for any third party claims based upon or arising from District's negligent operation of the System or for any indirect, incidental or consequential damages arising from the use of or inability to use the System attributable to District's negligence, provided that Contractor is not also negligent.

4.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of District to pay via purchase order or through use of a MasterCard Procurement Card as best meets the needs of the Library District.

4.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For District:

Maricopa County
Materials Management Department
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003

For Contractor:

Greenwood Publishing Group
Attn: Jeff Adams
88 Post Road West
Westport, Connecticut 06881-5007
Telephone: 480.946.1952
Facsimile: 203.222.1502
Email: Jeffery.adams@greenwood.com

4.6 REQUIREMENTS CONTRACT:

4.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will

be made (minimum or maximum). Orders will only be placed when District identifies a need and issues a purchase order or a written notice to proceed.

- 4.6.2 District reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the District agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The District will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 4.6.3 Contractor agrees to accept oral cancellation of purchase orders. Contractor shall reserve the right to confirm any such cancellation with written acknowledgement back to District.

4.7 **PRICE ADJUSTMENTS:**

Requests for reasonable price adjustments, if any, must be submitted sixty (60) days prior to the Contract anniversary date, beginning after Year Two of the Contract. Requests for adjustment in cost of service-related labor, copyright, licensing and/or materials must be supported by appropriate documentation. If District agrees to the adjusted price terms, District shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

4.8 **TERMINATION FOR CONVENIENCE:**

The District reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the District without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.9 **TERMINATION FOR DEFAULT:**

- 4.9.1 In addition to the rights reserved in the Contract, the District may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 4.9.2 Upon termination, the Contractor shall refund, to District, any fees paid Contractor up to the point of termination.
- 4.9.3 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.10 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the District may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the District may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District from any other party to the contract arising as the result of the Contract.

4.11 OFFSET FOR DAMAGES:

In addition to all other remedies at law or equity, the District may offset from any money due to the Contractor any amounts Contractor owes to the District for damages resulting from breach or deficiencies in performance under this contract.

4.12 ADDITIONS/DELETIONS OF SERVICE:

The District reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the District.

4.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the District, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Contract Serial Number and identify the job project.

4.14 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The District, Federal or State auditors and any other persons duly authorized by the Department shall upon reasonable written notice, have full access to, and the right to examine, copy and make use of, any and all said materials.

4.16 AUDIT DISALLOWANCES:

If at any time, District determines that a cost for which payment has been made is a disallowed cost, such as overpayment, District shall notify the Contractor in writing of the disallowance. District shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.17 ALTERNATIVE DISPUTE RESOLUTION:

4.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.17.1.1 Render a decision;

4.17.1.2 Notify the parties that the exhibits are available for retrieval; and

4.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.19 RIGHTS IN DATA:

The District shall have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder. Upon expiration or termination of this Contract, District will not retain any rights to the database(s) included in this Contract.

4.20 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.21 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

4.22 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, the terms of this Contract shall prevail.

4.23 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

4.23.1 Exhibit A, Pricing.

4.23.2 Exhibit B, Scope of Work

4.23.3 Exhibit C, Greenwood Publishing Group, Inc. Use Agreement.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

Edu MATHS

PRINTED NAME AND TITLE

38 Post Road West, Westport CT 06881-5007
ADDRESS

7/18/08
DATE

MARICOPA COUNTY LIBRARY DISTRICT

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE 6/6/08

APPROVED AS TO FORM:

APPROVED AS TO FORM:



DEPUTY MARICOPA COUNTY ATTORNEY

9/12/8

EXHIBIT A PRICING

SERIAL 05189-RFP

PRICING SHEET: NIGP CODE 95635

CONTRACTOR'S NAME:	GREENWOOD PUBLISHING GROUP
COUNTY VENDOR NUMBER :	W000001909
ADDRESS:	88 POST ROAD WEST
	WESTPORT, CONNECTICUT 06881-5007
P.O. ADDRESS:	N/A
TELEPHONE NUMBER:	480.946.1952
FACSIMILE NUMBER:	203.222.1502
WEB SITE:	www.greenwood.com
CONTACT (REPRESENTATIVE):	JEFF ADAMS
REPRESENTATIVE'S E-MAIL ADDRESS:	jeffery.adams@greenwood.com

THERE WILL NOT BE ANY M/WBE PARTICIPATION.

CONTRACTOR WILL ACCEPT PROCUREMENT CARD, BUT NO REBATE FOR USE.

CONTRACTOR HAS INTERNET CAPABILITY.

OTHER GOVERNMENT ENTITIES DO NOT HAVE ACCESS TO THIS CONTRACT.

CONTRACTOR'S PROMPT PAYMENT TERMS ARE NET 30 DAYS.

1.0 MARICOPA COUNTY ONLY

ITEM DESCRIPTION	PRICES BASED ON POPULATION		% OFF LIST
	List Price	Cost	
1.1 African-American Experience	\$2,600.00/Library	\$2,340.00/Library	10%
1.2 Latino Experience	\$2,600.00/Library	\$2,340.00/Library	10%
1.3 Daily Life Premium	\$3,700.00/Library	\$3,330.00/Library	10%
1.4 RA Online	\$2,500.00/Library	\$2,250.00/Library	10%

2.0 STATEWIDE (INCLUDING MARICOPA COUNTY)

ITEM DESCRIPTION	PRICES BASED ON POPULATION		% OFF LIST
N/A			

3.0 MARICOPA COUNTY LIBRARY DISTRICT BRANCHES ONLY

<u>ITEM DESCRIPTION</u>	<u>PRICES BASED ON POPULATION</u>		<u>% OFF LIST</u>
	<u>List Price</u>	<u>Cost</u>	
3.1 African-American Experience	<u>\$900.00/Library</u>	<u>\$8100.00/Library</u>	<u>10%</u>
3.2 Latino Experience	<u>\$900.00/Library</u>	<u>\$8100.00/Library</u>	<u>10%</u>
3.3 Daily Life Premium	<u>\$1,280.00/Library</u>	<u>\$1,152.00/Library</u>	<u>10%</u>
3.4 RA Online	<u>\$695.00/Library</u>	<u>\$625.50/Library</u>	<u>10%</u>

EXHIBIT B

SCOPE OF WORK

1.0 INTENT:

- 1.1 This Contract is for electronic products and services. Products and services provided under this Contract are intended for use by Maricopa County Library District (District) Library Branches. Contractor's products and services shall allow for unlimited, simultaneous access by users of District Library Branches:
- 1.2 New contractors may be added to this Contract for these services during the term of the Contract as appropriate in order to meet the continuing needs of the District.

2.0 SCOPE OF SERVICES:

- 2.1 Contractor shall provide access to electronic solutions via the internet. Access shall be unlimited usage and unlimited viewing, printing and downloading of citations and articles from inside the libraries and, if applicable, via remote customer access. Additional Core Subject Areas may be added to this Contract as funding becomes available.

2.2 TAX:

- 2.2.1 The District is exempt from any out-of-state tax on the purchase of books, electronic information and audio/visual materials. Tax Exempt numbers are not issued by the County. A copy of the Arizona Law providing this exemption will be provided at the time of account set-up if requested by Contractor.
- 2.2.2 An in-state contractor may only charge the city sales tax for the city within which the Contractor is located. The exception to this is where the Arizona city has also exempted these taxes.
- 2.2.3 No tax on labor services:

2.3 SERVICE DELIVERY:

It shall be the Contractor's responsibility to ensure service is satisfactory, continuous and uninterrupted at all times during the Contract term. Failure to meet this requirement may result in the Contract being terminated in accordance with Contract Terms and Conditions.

EXHIBIT C

USE AGREEMENT

Greenwood Publishing Group

This License Agreement (this "Agreement") is made effective as of 31 August 2008 (the "Effective Date") between Greenwood Publishing Group, Inc, a wholly-owned subsidiary of HMH Publishers LLC., 88 Post Road West, Westport, Connecticut, 06880, United States of America ("Licensor") and MARICOPA COUNTY LIBRARY DISTRICT ("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. CONTENT OF LICENSED MATERIALS LATINO EXPERIENCE AFRICAN-AMERICAN EXPERIENCE

The materials that are the subject of this Agreement shall consist of RA ONLINE accessed at DAILY LIFE PREMIUM www.gem.greenwood.com, an electronic product made available by Licensor, and all updates and modifications thereto (hereinafter referred to as the "Licensed Materials").

II. OWNERSHIP OF LICENSED MATERIALS; INTELLECTUAL PROPERTY

Greenwood and its licensors are the sole and exclusive owners of the Licensed Materials and retain title to and ownership of the copyrights, trademarks, trade secrets and other intellectual property rights vested in it. Greenwood retains authority for issuing any and all subsidiary licenses. Except as expressly set forth herein, no part of the Licensed Materials may be modified, copied or distributed in hardcopy or machine-readable form without prior written consent from Licensor. Licensor reserves all rights not expressly granted. Any other use of the Licensed Materials by any person or entity is strictly prohibited and a violation of this Agreement.

Licensor represents and warrants that it has the right and authority to make Licensed Materials available pursuant to these terms and conditions, and that providing the Licensed Materials to Licensee does not infringe upon any copyright, patent, trade secret, or other proprietary right of any third person.

III. FEES AND TERM

Licensee shall make payment to Licensor for use of the Licensed Materials during the term of this Agreement, as set forth in Appendix A, attached hereto.

IV. SCOPE OF RIGHTS LICENSED; AUTHORIZED USE

Licensor grants Licensee and its Authorized Users a limited, non-exclusive, non-transferable license to use the Licensed Materials at multiple networked terminals, to print or copy limited portions of the Licensed Materials for internal or personal use (but not for commercial use), and to forward limited portions of the Licensed Materials to third parties via email, provided that a suitable copyright notice is included on all copies in accordance with the terms of this Agreement, and that such printing, copying or forwarding is not done in violation of the length limits set within each product. To request permission to make multiple copies of limited portions of the Licensed Materials for classroom or other use, contact permissions@greenwood.com.

Only Authorized Users may access the Licensed Materials. "Authorized Users" are (a) full and part time students and employees (including faculty, staff, affiliated researchers and independent contractors) of Licensee and the institution of which it is a part, regardless of the physical location of such persons and (b) library cardholders or patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

EXHIBIT C**USE AGREEMENT****Greenwood Publishing Group**

Licensee may provide electronic links to the Licensed Materials from Licensee's web page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users so long as the Licensee provides some form of authentication that restricts access to Authorized Users such as patrons, students, or employees. At its discretion, Licensor staff may assist Licensee upon request in creating such links effectively. Licensee shall make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor in order to clarify the ownership of the Licensed Materials.

V. SPECIFIC RESTRICTIONS ON USE; TRANSFER

Except as otherwise set forth in this Agreement, under no circumstances may the content resident in this Licensed Material, in whole or in part, be copied, modified, distributed, or made available in any media, including, without limitation, electronic media, with or without charge, to any persons other than Authorized Users. Licensee may not decompile, disassemble or otherwise reverse engineer the software. Licensee may not use these programs to fulfill requests from other institutions for Licensed Materials, a practice commonly called Interlibrary Loan nor may they provide access to the materials outside the scope of their institution under the same conditions. In addition, content extracted from the Licensed Material is to be used only in accordance with the terms of this Agreement.

This Agreement is non-transferable and may not be sold, assigned, transferred or sublicensed to any other person or entity, including without limitation by operation of law, without the prior written consent of Licensor. Any purported sale, assignment, transfer or sublicense without the prior written consent of Licensor will be void and will automatically terminate the license granted hereunder.

VI. LICENSOR PERFORMANCE OBLIGATIONS

Continuous Service and Scheduled Down Time. Licensor shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up time per month. The 2% downtime includes scheduled maintenance and repair. Scheduled downtime will be performed at a time to minimize inconvenience to Authorized Users.

Modifications of Licensed Materials. Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted from by Licensor and/or that portions of the Licensed Materials may migrate to other formats.

VII. MUTUAL PERFORMANCE OBLIGATIONS

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

Contract Precedence. For Authorized Users, this Agreement shall expressly supersede any click-through, click-on, or other user agreement appearing on the Licensor's site.

VIII. EARLY TERMINATION

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in

EXHIBIT C

USE AGREEMENT

Greenwood Publishing Group

writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the 30 days, the non-breaching party shall have the right to terminate the Agreement without further notice. Upon Termination of this Agreement for cause online access to the Licensed Materials by Licensee and Authorized Users shall be terminated. In the event of early termination permitted by this Agreement, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination, offset by the amount of any damages incurred by Licensor as a result of a breach by Licensee, if any.

IX. LIMITED WARRANTY AND LIMITATION OF LIABILITY

Licensor warrants that the Licensed Materials will perform in substantial compliance with the documentation and description of product content supplied. If you report a significant defect in performance in writing to Licensor, and Licensor is not able to correct same within sixty (60) days after its receipt of your notification, you may cancel the Licensed Materials license and request a refund.

EXCEPT FOR THE 60-DAY LIMITED WARRANTY RECITED ABOVE, LICENSOR, ITS AFFILIATES, LICENSORS, SUPPLIERS AND AGENTS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, INCLUDING, WITHOUT LIMITATION, THE SOFTWARE OR THE CONTENT RESIDENT IN THE LICENSED MATERIALS, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL LICENSOR, ITS AFFILIATES, LICENSORS, SUPPLIERS OR AGENTS BE LIABLE TO LICENSEE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF LICENSEE'S USE OR INABILITY TO USE THE LICENSED MATERIALS REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR WHETHER SUCH DAMAGES ARE DEEMED TO RESULT FROM THE FAILURE OR INADEQUACY OF ANY REMEDY.

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GREENWOOD PUBLISHING GROUP, 88 POST ROAD WEST, WESTPORT, CT 06881-1502

PRICING SHEET: NIGP 9155102

Terms:	NET 30
Vendor Number:	W000001909 X
Telephone Number:	80/225-5800
Fax Number:	203/222-1502
Contact Person:	Jeff Adams
E-mail Address:	jeff.adams@greenwood.com
Company Web Site:	www.greenwood.com
Contract Period:	To cover the period ending May 31, 2016.